

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

SNAPMEDTECH, INC., a Delaware  
corporation

Plaintiff,

v.

SOLIVITA OF WESTLAKE, LLC;  
SOLIVITA OF STRATFORD, LLC;  
SOLIVITA OF SUMMIT'S TRACE, LLC;  
and SOLIVITA OF WESTBROOK PLACE,  
LLC, entities of Ohio.

Defendants.

Case No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT**

Plaintiff SnapMedTech, Inc. ("SnapNurse") files this Original Complaint against Defendants Solivita of Westlake, LLC; Solivita of Stratford, LLC; Solivita of Summit's Trace ("Summit's Trace"); and Solivita of Westbrook Place ("Westbrook Place") (collectively, "Defendants" or "Solivita") and alleges as follows:

**I. THE PARTIES**

1. Plaintiff SnapMedTech, Inc. is a Delaware corporation having its principal place of business at 1201 Peachtree Street NE, Building 400, Suite 1800, Atlanta, Georgia 30361.

2. Defendant Solivita of Westlake, LLC ("Westlake") is an Ohio limited liability company having its principal place of business at 4000 Crocker Road, Westlake, Ohio 44145. Westlake's registered agent is Crocker Road Consulting, LLC, located at 4000 Crocker Road, Westlake, Ohio 44145. Defendant Westlake can be served at its principal place of business or by and through its registered agent.

3. Defendant Solivita of Stratford, LLC (“Stratford”) is an Ohio limited liability company having its principal place of business at 7000 Cochran Road, Solon, Ohio 44139. Stratford’s registered agent is STRAT OP LLC, located at 7000 Cochran Road, Solon, Ohio 44139. Defendant Stratford can be served at its principal place of business or by and through its registered agent.

4. Defendant Solivita of Summit’s Trace (“Summit’s Trace”) is an Ohio limited liability company having its principal place of business at 935 N. Cassady Avenue, Columbus, Ohio 43219. Summit’s Traces’s registered agent is PGN OP SUMMPIT LLC, located at 935 N. Cassady Avenue, Columbus, Ohio 43219. Defendant Summit’s Trace can be served at its principal place of business or by and through its registered agent.

5. Defendant Solivita of Westbrook Place (“Westbrook Place”) is an Ohio limited liability company having its principal place of business at 27601 Westchester Pkwy., Westlake, Ohio 44145. Westbrook Place’s registered agent is Westchester Parkway Consulting LLC, located at 27601 Westchester Pkwy., Westlake, Ohio 44145. Defendant Westbrook Place can be served at its principal place of business or by and through its registered agent.

## **II. JURISDICTION AND VENUE**

6. This is an action for breach of contract between parties of complete diversity in terms of state citizenship, and the amount in controversy exceeds \$75,000. Accordingly, this Court has subject matter jurisdiction over this cause of action pursuant to 28 U.S.C. § 1332(a).

7. Personal jurisdiction over Defendants is proper in this Court and judicial district because Defendants have sufficient minimum contacts with this state by engaging in activities giving rise to these claims for breach of contract that were and are directed at this judicial district.

8. Personal jurisdiction over Defendants is proper in this Court and judicial district under the controlling law provision in the Staffing Agreement between the parties. Exhibit A, Agreement at 3 ¶ N.

N. Controlling Law. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflicts of law provisions.  
Exhibit A, Agreement at 3 ¶ N.

9. Venue is proper in this Court and judicial district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to SnapNurse's claims have occurred within this judicial district.

### **III. BACKGROUND**

10. SnapNurse is a provider of technology-enabled contract nursing services. The company assists healthcare facilities throughout the country in securing nurses and other health care professionals to work on a short to medium term basis.

11. In doing so, SnapNurse works to retain qualified, licensed, and accredited health care personnel that meet the needs of its health care facility clients. SnapNurse then compensates the personnel for their time and work and invoices the facility for payment based on agreed-upon rates with the facility.

12. On May 26, 2021, Cherie Kloss, SnapNurse's Chief Executive Officer, executed a Staffing Agreement ("Agreement") with Solivita. Belinda Groppu, Solivita's vice president of human resources, signed the agreement on behalf of Solivita of Westlake and its sister locations. *See Ex. A, Agreement.*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date first written above.

<p><b>Client</b> signed by:</p> <p><i>Belinda Groppi</i></p> <p>Signature</p> <p>Belinda Groppi</p>	<p><b>SnapNurse, Inc.</b></p> <p><i>Cheri Kloss</i></p> <p>Signature</p>
<p>[Print Name]</p> <p>VP HR</p> <p>Title</p>	<p>Cherie Kloss</p> <p>CEO</p>
<p>5/26/2021</p> <p>Date</p>	<p>5/26/2021</p> <p>Date</p>

Ex. A, at 3.

13. Immediately thereafter, Solivita submitted an initial order to SnapNurse for nurses to begin work at Solivita locations.

14. SnapNurse proceeded to retain and credential qualified nursing personnel to fill the order Solivita submitted to SnapNurse. Beginning in May 2021, SnapNurse personnel began shifts performing nursing duties at Defendants' Ohio facilities, including Solivita of Echo Manor, Solivita of Oak Pavilion, Solivita of Park View, Solivita of Stratford, Solivita of Summit's Trace, Solivita of Westbrook Place, and Solivita of Westlake.

15. SnapNurse paid significant sums for travel and housing expenses for the nurses to arrive as contemplated at Solivita facilities.

16. After SnapNurse provided nursing personnel that had capably performed and completed shifts at Solivita facilities, Solivita failed to pay the amount owed under the Agreement as are set forth below:

**STAFFING AGREEMENT****EXHIBIT 1****SERVICE RATES FOR CLIENT (Section IV.A.)**

<b>Staff Rates for Rapid Response Staff</b>	<b>All-Inclusive Rates</b>
Certified Nursing Assistant (CNA)	\$60/hr
Licensed Practical Nurse (LPN)	\$74/hr
Registered Nurse (RN)	\$100/hr

*Rapid Response Rates are All-Inclusive to include the cost of travel and lodging. Rapid Response Rates are for a response requiring 72 hour response time.*

Length of Assignment for travel: Minimum 2 weeks  
 GWW (Guaranteed Work Week) for Travel. Minimum of 48 hours per week.

Ex. A, at 4.

17. Since beginning the engagement with Solivita pursuant to the Agreement, SnapNurse provided nursing services and accordingly invoiced Solivita's facilities. Of the amounts invoiced to the Defendants, \$1,689,750.40 remains unpaid and due and owing to SnapNurse. Ex. B, Unpaid Invoices.

18. Pursuant to the Staffing Agreement, Solivita was required to pay SnapNurse's invoices within 30 days of the invoice.

**VI. INVOICING**

Agency will invoice Client weekly for Staff's work. All invoices are due and payable within 30 days of receipt. Agency invoices to Client unpaid after 30 days of receipt shall accrue interest at a rate of three percent (3%) per year, or fraction thereof. If a dispute arises about an invoice, Client shall pay the undisputed amount pending the parties' resolution of the disputed amount. All payments to Agency shall be made by wire transfer.

Ex. A, at 2.

19. In addition, the Agreement provides that a prevailing party may recover attorneys' fees for any dispute arising under the agreement, including the recovery of amounts due on invoices.

O. Attorney Fees. The prevailing Party in any arbitration or lawsuit arising from any dispute or claim under this Agreement shall be entitled to recover its reasonable attorney's fees, costs and expenses.

Ex. A, at 3.

20. SnapNurse has invoiced Solivita facilities for an amount equal to \$1,689,750.40 that remains due and owing under the Agreement. (see invoice breakdown by facility below). Ex. B, Unpaid Invoices. Solivita has failed to pay these invoices despite repeated request, including through an attorney written demand letter sent on February 4, 2022. The unpaid balances by facility are as set forth below:

**Overdue Balances**

Solivita of Stratford OH \$422,113.27

Solivita of Summits Trace OH \$116,642.50

Solivita of Westbrook Place OH \$256,204.40

Westlake Health & Rehab OH \$892,940.23

Westlake Health and Rehab OH (DT) \$1,850.00

Ex. B, Unpaid Invoices.

21. At the same time, SnapNurse dutifully paid the nurses that have performed services for Defendants and reimbursed the expenses of those nurses.

22. SnapNurse has reached out to Solivita through a number of channels and provided Solivita every opportunity to make payment. Solivita has largely ignored SnapNurse's outreach and has made no indication it intends to make any payment to SnapNurse.

#### **IV. CAUSE OF ACTION**

##### **CLAIM I—BREACH OF CONTRACT**

23. SnapNurse incorporates by reference all previous allegations as though set forth fully here.

24. A claim for breach of contract requires (1) a valid contract, (2) a breach of its material terms, and (3) damages arising therefrom.

25. SnapNurse and Solivita entered into the Agreement on May 26, 2021. *See* Ex. A, Agreement. Solivita submitted orders for nursing personnel pursuant to the Agreement. The Agreement was a valid and binding contract throughout the duration of the relationship between SnapNurse and Solivita.

26. Solivita breached the Agreement by failing to pay the invoices SnapNurse submitted to Solivita for payment of services provided.

27. SnapNurse has incurred significant monetary damages as a result of Solivita's breach, including direct and consequential damages.

28. In addition, Section VII(N) of the Agreement provides that a prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses arising from any dispute or claim under the Agreement.

29. Accordingly, SnapNurse further seeks recovery of its reasonable attorneys' fees, costs, and expenses under Section VII(N) of the Agreement.

**V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff SnapNurse respectfully requests that this Court enter:

- a. A judgment in favor of Plaintiff SnapNurse that Defendant Solivita has breached the parties' agreements, including the Staffing Agreement;
- b. A judgment and order requiring Defendant Solivita to pay SnapNurse its damages, costs, expenses, attorneys' fees, and prejudgment and post-judgment interest for Defendant Solivita's breach of contract; and
- c. Any and all other relief as this Court may deem just and proper be awarded to Plaintiff SnapNurse.

**VI. DEMAND FOR JURY TRIAL**

Pursuant to Federal Rules of Civil Procedure 38(b)(1), SnapNurse hereby requests a trial by jury of any issues so triable by right.



Dated: April 29, 2022

Respectfully submitted,

/s/ Brannon McKay

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